

CENIFAX MANAGEMENT
SERVICES, INC.

45MISC09

CENIFAX

Lake County
Data Processing Agency
2293 North Main Street
Crown Point, Indiana 46307

219.755.3635
Fax: 219.755.3258

September 29, 2003

Lake County Board of Commissioners
2293 North Main Street
Crown Point, IN 46307

RE: Request for Approval of
VMS Limited Support for Compaq E540

Dear Commissioners,

Attached is a Software Service Agreement between Lake County Data Processing and **Manatron, Inc** for the period of January 1, 2004 through December 31, 2004. The monthly cost is \$423.50 with an annual cost of \$5,082.00.

We are requesting a signature for this service agreement and the funding is already appropriated to make the scheduled payments. If you have any questions, please call Cheri Auksel at 755-3635.

Sincerely yours,



Mark Pearman, Executive Director
Lake County Data Processing

Attachments

MP/ca



Helping Government Work

September 24, 2003

Ms. Cheri Auksel
Lake County Data Processing Agency
2293 North Main Street
Crown Point, Indiana 46307

Ms. Auksel:

Manatron is pleased with your decision the renewal your support agreement. Listed below are the items supported under this renewal and the fees for that support.

- VMS Limited Support for Compaq E540

Monthly Fee \$423.50

Annual Fee \$5082.00

Please feel free to contact me if you have any questions.

Sincerely,

Vicky Mergen, Manager
Contract Administration

SUMMARY SCHEDULE FOR LAKE COUNTY, INDIANA

ONE TIME FEES	
DESCRIPTION	Total Price
Total One Time Fees - Plus Freight:	\$ --

ONGOING FEES	
DESCRIPTION	Total Price
SOFTWARE SUPPORT SERVICES	\$ 5,082.00
Total Ongoing Fees:	\$ 5,082.00

Master No. IN2003.031

Date: September 24, 2003

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.04 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Office
VMS limited support for Compaq ES40	VMS-S	\$ 5,082.00	Assessor
Total Software Support Services Fees:		\$	5,082.00

SOFTWARE SUPPORT PAYMENT TERMS: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on January 1, 2004 and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Master No. IN2003.031

Date: September 24, 2003

**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES**

The attached Schedules Numbered IN2003.031.04 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Millham Avenue Portage, Michigan 49002 ("Manatron")	LAKE COUNTY, INDIANA 2293 North Main Street Crown Point, Indiana 46307 ("Customer"):
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(800) 666-5300 x 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Mr. Paul Karras</u> Telephone No.: <u>219-755-3100</u> Fax No.: <u>219-755-3283</u> E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

LAKE COUNTY, INDIANA - ASSESSOR

By: _____

(Signature)

By: _____

(Signature)

Its: _____

(Title)

Its: _____

(Title)

Date: _____

Date: _____

Witnessed: _____

By: _____

By: _____

(Signature)

Its: _____

(Title)

Date: _____

By: _____

(Signature)

Its: _____

(Title)

Date: _____

Witnessed: _____

Date: _____

SIGNATURE PAGE

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 15 DAY OF Oct 2003

Master No. IN2003.031

Date: September 24, 2003

10. ON BID ITEMS ONLY: No payments shall be made to vendor until the required performance bond is posted with the Board. The provisions of I.C. 5-17-5 and I.C. 36-1-12-17 shall not apply until the performance bond is filed.
11. This contract is subject to and governed by the laws of the State of Indiana.
12. During the term of the contract, the price shall not be adjusted.
13. If applicable, the provisions of I.C. 5-22 shall apply.
14. In accordance with Public Law 62 Indiana Code of 1971, Section 5-11-10-1 the payment will be made on this after the service has been rendered. Therefore, monthly or quarterly statement will be submitted and not paid until same has been provided.

All of which is approved this 15 day of Oct, 2003.

Manatram, Inc.
COMPANY NAME

510 E. Milham Ave.
COMPANY STREET ADDRESS

Portage, MI 49002
COMPANY CITY, STATE AND ZIP

269 567-2900
COMPANY TELEPHONE NUMBER

269 567-2930
COMPANY FAX NUMBER

Larry Tagunder
PLEASE PRINT COMPANY
REPRESENTATIVE NAME

Larry Tagunder
COMPANY REPRESENTATIVE SIGNATURE

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Lawrence D. Perry

ATTESTED:

[Signature]
LAKE COUNTY AUDITOR

FEDERAL EXCISE TAX EXEMPT NUMBER 356000168 003 4
INDIANA RETAIL TAX EXEMPT NUMBER 003118665 003 0

- C. Only those terms of the standard form of the Vendor, attached hereto, which do not conflict with or contradict the terms on pages one through three of this contract are incorporated as a part of this contract. Any term in the attached standard form of the Vendor that contradicts or is in conflict with the terms on pages one through three of this contract are null and void.
- 4. Payment shall be made after receipt of invoice and a reasonable time after filing of claim by the Department with the appropriate Lake County Government Office.
- 5. This contract is subject to the annual appropriation by the Lake County Council and approval by the State Board of Tax Commissioners of sufficient funds to defray the cost of the items under this contract.
- 6. Vendor shall furnish upon request proof satisfactory to the Board that it is in good standing and is authorized to do business in the State of Indiana.
- 7. It is understood that the Board of Commissioners of the County of Lake is a governmental agency and as such is not subject to payment of Indiana Sales Tax. No such sales tax shall be included or added to the price under this contract.
- 8. The Vendor agrees by his execution of this agreement that in regards to his operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services apply and the Vendor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this contract.
 - D. The provisions of all Federal Civil Rights Laws and Indiana Civil Rights Law as applicable are incorporated by reference as part of this contract.
 - E. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the agreement may be regarded as a material breach of the contract.
- 9. The provision of I.C. 5-17-5 and I.C. 36-1-12-17 on timely payments are incorporated as part of this contract as if fully set out herein.

**VENDOR CONTRACT FOR LEASES, LEASE/PURCHASE AGREEMENTS,
MAINTENANCE AGREEMENTS, RENTAL AGREEMENTS AND SERVICE CONTRACTS**

This contract is entered into this 15 day of Oct, 2003 by and between the Board of Commissioners of the County of Lake, hereinafter referred to as the Board, on behalf of

Lake County Data Processing and Manatron, Inc hereinafter referred to as the Vendor.

Now therefore, for and in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

1. TERM

The term of this contract is from January 1, 2004 to December 31, 2004.

2. LEASE / LEASE PURCHASE / MAINTENANCE / RENTAL / SERVICE

This contract covers the following

VMS limited support for Compaq ES40 at a monthly cost of \$423.50 – yearly cost \$5,082.00.

3. SCOPE

- A. Attached hereto is the standard form of the Vendor utilized by that company in its business lease, lease/purchase, maintenance, rental, service agreements. Any provision in the standard form of the vendor's agreement attached hereto shall not operate to effect a renewal of this contract under any circumstances. The only method that may be used to extend the contract at the same terms is a written agreement to extend executed by the Board of Commissioners of the County of Lake in accordance with I.C.5-22.
- B. Where there is a conflict between the language in the attached standard form of the Vendor and the language in paragraphs one through fourteen of this basic lease, lease/purchase, maintenance, rental, service agreement, the terms and language specified on pages one through three hereof shall prevail and apply.

**VENDOR CONTRACT FOR LEASES, LEASE/PURCHASE AGREEMENTS,
MAINTENANCE AGREEMENTS, RENTAL AGREEMENTS AND SERVICE CONTRACTS**

This contract is entered into this 1 day of Dec, 2003 by and between the Board of Commissioners of the County of Lake, hereinafter referred to as the Board, on behalf of Lake County Data Processing and Manatron, Inc hereinafter referred to as the Vendor.

Now therefore, for and in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

1. TERM

The term of this contract is from January 1, 2004 to December 31, 2004.

2. LEASE / LEASE PURCHASE / MAINTENANCE / RENTAL / SERVICE

This contract covers the following

A new ACAMA Appraisal Site Support for Unlimited Users at an annual cost of \$67,500.00.

3. SCOPE

- A. Attached hereto is the standard form of the Vendor utilized by that company in its business lease, lease/purchase, maintenance, rental, service agreements. Any provision in the standard form of the vendor's agreement attached hereto shall not operate to effect a renewal of this contract under any circumstances. The only method that may be used to extend the contract at the same terms is a written agreement to extend executed by the Board of Commissioners of the County of Lake in accordance with I.C.5-22.
- B. Where there is a conflict between the language in the attached standard form of the Vendor and the language in paragraphs one through fourteen of this basic lease, lease/purchase, maintenance, rental, service agreement, the terms and language specified on pages one through three hereof shall prevail and apply.

- C. Only those terms of the standard form of the Vendor, attached hereto, which do not conflict with or contradict the terms on pages one through three of this contract are incorporated as a part of this contract. Any term in the attached standard form of the Vendor that contradicts or is in conflict with the terms on pages one through three of this contract are null and void.
- 4. Payment shall be made after receipt of invoice and a reasonable time after filing of claim by the Department with the appropriate Lake County Government Office.
- 5. This contract is subject to the annual appropriation by the Lake County Council and approval by the State Board of Tax Commissioners of sufficient funds to defray the cost of the items under this contract.
- 6. Vendor shall furnish upon request proof satisfactory to the Board that it is in good standing and is authorized to do business in the State of Indiana.
- 7. It is understood that the Board of Commissioners of the County of Lake is a governmental agency and as such is not subject to payment of Indiana Sales Tax. No such sales tax shall be included or added to the price under this contract.
- 8. The Vendor agrees by his execution of this agreement that in regards to his operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services apply and the Vendor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this contract.
 - D. The provisions of all Federal Civil Rights Laws and Indiana Civil Rights Law as applicable are incorporated by reference as part of this contract.
 - E. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the agreement may be regarded as a material breach of the contract.
- 9. The provision of I.C. 5-17-5 and I.C. 36-1-12-17 on timely payments are incorporated as part of this contract as if fully set out herein.

10. ON BID ITEMS ONLY: No payments shall be made to vendor until the required performance bond is posted with the Board. The provisions of I.C. 5-17-5 and I.C. 36-1-12-17 shall not apply until the performance bond is filed.
11. This contract is subject to and governed by the laws of the State of Indiana.
12. During the term of the contract, the price shall not be adjusted.
13. If applicable, the provisions of I.C. 5-22 shall apply.
14. In accordance with Public Law 62 Indiana Code of 1971, Section 5-11-10-1 the payment will be made on this after the service has been rendered. Therefore, monthly or quarterly statement will be submitted and not paid until same has been provided.

All of which is approved this 1 day of Oct, 2003.

* Manatron
COMPANY NAME

* 510 East Milham Ave
COMPANY STREET ADDRESS

* Portage MI 49002
COMPANY CITY, STATE AND ZIP

* 269 567-2900
COMPANY TELEPHONE NUMBER

* 269 567-2930
COMPANY FAX NUMBER

* Larry Torander
PLEASE PRINT COMPANY
REPRESENTATIVE NAME

* Larry Torander
COMPANY REPRESENTATIVE SIGNATURE

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

ATTESTED:

* [Signature]
LAKE COUNTY AUDITOR

FEDERAL EXCISE TAX EXEMPT NUMBER 356000168 003 4
INDIANA RETAIL TAX EXEMPT NUMBER 003118665 003 0

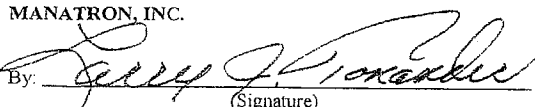
**SCHEDULES FOR MASTER AGREEMENT FOR LICENSED
SOFTWARE, HARDWARE AND SERVICES**

The attached Schedules Numbered IN2003.031.03 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	LAKE COUNTY, INDIANA 2293 North Main Street Crown Point, Indiana 46307 ("Customer"):
Attention: <u>Vicky Mergen, Contract Administration</u>	Attention: <u>Mr. Paul Karras</u>
Telephone No.: <u>(800) 666-5300 x 197</u>	Telephone No.: <u>219-755-3100</u>
Fax No.: <u>(269) 567-2930</u>	Fax No.: <u>219-755-3283</u>
E-mail Address: <u>vicky.mergen@manatron.com</u>	E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: 
(Signature)

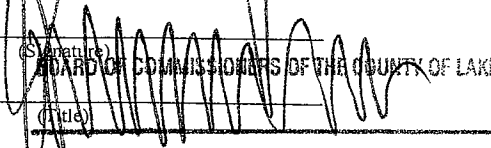
Its: Director Contracts
(Title)

Date: Sept 3, 2003

Witnessed: Vicky Sue Mergen

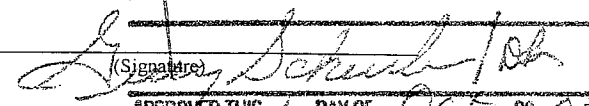
By: Vicky Sue Mergen

LAKE COUNTY, INDIANA - ASSESSOR

By: 
(Signature)

Its: BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
(Title)

Date: _____

By: 
(Signature)

Its: APPROVED THIS 1 DAY OF OCT 20 03
(Title)

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: _____

Date: _____

SIGNATURE PAGE

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR LAKE COUNTY, INDIANA

Schedule No. IN2003.031.03 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2003.031 between Manatron, Inc. and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	Model Number	Annual Price	Office
* ACAMA Appraisal Site Support Unlimited Users (250,000 parcels)	ACAMA-S	\$ 67,500.00	Assessor
Total Software Support Services Fees:		\$	67,500.00

SOFTWARE SUPPORT PAYMENT TERMS: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

*Annual Support fee is \$.27 per parcel, based on a range of 240,000 to 299,000 parcels.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on January 1, 2004 and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Master No. IN2003.031

Date: September 3, 2003

SUMMARY SCHEDULE FOR LAKE COUNTY, INDIANA

ONE TIME FEES	
DESCRIPTION	Total Price
Total One Time Fees - Plus Freight:	\$ -

ONGOING FEES	
DESCRIPTION	Total Price
SOFTWARE SUPPORT SERVICES	\$ 67,500.00
Total Ongoing Fees:	\$ 67,500.00

Master No. IN2003.031

Date: September 3, 2003